



GeneXpert Kits – LDH-OPH Solicitation # 3000015735

Attachment A: Special Terms & Conditions

BID DELIVERY INSTRUCTIONS FOR STATE PROCUREMENT:

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to the Office of State Procurement's physical location.

Bids may be mailed through the U.S. Postal Service to the Office of State Procurement's P.O. Box at:

Office of State Procurement
P O Box 94095
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the bid at its physical location by the date and time specified on page one (1) of the Invitation to Bid.

OR

Bids may be delivered by hand or courier service to the Office of State Procurement's physical location as follows:

Office of State Procurement
Claiborne Building, Ste 2-160
1201 North Third Street
Baton Rouge, LA 70802

OR

Bids may also be submitted online by accessing the link on page one (1) of the Invitation to Bid.

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

NOTE: Bidders who choose to respond to this bid online via the vendor portal are encouraged to not submit a written bid as well.

Bidders are hereby advised that due to the nature of the internet, the State of Louisiana cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that emails or other electronic

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transmissions will be sent to you or received by us. The Office of State Procurement is not responsible for any delays caused by the bidder's choice to submit their bid online. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date and time shall result in rejection of the bid.

PUBLICIZING AWARDS:

In accordance with L.A.C.34:V.335, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

****Attention****

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must register and enroll in the proper category in LaGov at the following website:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Enrollment in LaGov provides LaPAC email notification of bid opportunities based upon commodities that you select.

TERMS AND CONDITIONS:

This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms, or other materials submitted with bid may cause bid to be rejected.

VENDOR FORMS:

The only binding document to be issued against the contract will be a purchase order. Signing of the vendor's forms is not allowed.

ACCEPTANCE:

Bids on this contract will be assumed to be firm for acceptance for a minimum of sixty (60) days. If accepted, prices must be firm for the specified contract period.

PRICES:

Prices shall be complete, including transportation/freight charges prepaid by bidder to destination, inside delivery, unpacking, assembly of all components (if necessary), and removal of all associated debris from premises. Prices should be quoted in the unit (each, box, case, hour, flat, mile, etc.) as specified in the solicitation.

FREIGHT CHARGES:

Unit price must be inclusive of any freight charges. Bid should be F.O.B. Destination – title passing upon receipt of goods. Failure to comply with this requirement may disqualify your bid.

PAYMENT:

Payment will be made on the basis of unit price listed in the contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the State agency refuse to make partial payments to the contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be to vendor and address as shown on order.

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INVOICES:

Invoices will be submitted by the contractor to the using agency and the invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's invoice form.

LATE PAYMENT:

Interest due by a State Agency for late payments shall be in accordance with LA R.S. 39:1695 at the rates established in LA R.S. 13:4202.

CONTRACTUAL PERIOD:

The State of Louisiana intends to award all items for an initial period, not to exceed twelve (12) months. Delays in awarding, beyond the anticipated starting date, may result in a change in the contract period. If the situation occurs, an award may be made for less than twelve (12) months.

RENEWAL OPTION:

At the option of the State of Louisiana and acceptance by the contractor, the contract may be extended for two (2) additional twelve (12) month periods at the same price, terms, and conditions. Total contract time may not exceed thirty-six (36) months.

QUANTITIES:

This is an open-ended requirements contract. Quantities shown are based on the previous contract usage or estimates. Where usage is not available, a quantity of one (1) indicates a lack of history on this item. The successful bidder must supply at bid prices actual requirements as ordered whether the total of such requirements is more or less than the quantities shown.

DELIVERIES:

Contractors will maintain an adequate supply of all items in order to meet specified delivery. Deliveries will be made on a "call as needed" basis. Products will be ordered as needed. Any deliveries made without prior agency request and approval will be refused at the vendor's expense. Delivery trucks should have a lift gate in order to accommodate delivery locations that do not have loading docks.

PROPRIETARY:

In accordance with La. R.S. 39:1655, this solicitation has been approved as proprietary and only brand name(s) and number(s) specified will be considered for award

METHOD OF AWARD:

Award to be made on an all-or-none basis to the overall lowest responsive, responsible bidder meeting the specifications. The State of Louisiana reserves the right to reject individual line items from the award.

Electronic Vendor Payment Solution

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and contractor, the State intends to make all payments to contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled

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in EFT, you will be asked to comply with this request by choosing either the La Carte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

LOUISIANA PREFERENCE:

In accordance with Louisiana Revised Statutes 39:1604, a preference not to exceed ten percent (10%) may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____

Specify line number(s): _____

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Specify location within Louisiana where product is manufactured, produced, grown, assembled, or further processed.

(NOTE: If more space is required, include on a separate sheet.)

Do you have a Louisiana Business Workforce? Yes _____ No _____

If so, do you certify that at least fifty percent (50%) of your Louisiana Business Workforce is comprised of Louisiana residents? Yes _____ No _____

Failure to specify above information may cause elimination from preferences.

PROCUREMENT OF UNITED STATES PRODUCTS:

In accordance with the provisions of La. R.S. 39:1604.7, in the event a contract is not entered into for products purchased under the provisions of La. R.S. 39:1604, each procurement officer, purchasing agent, or similar official who procures or purchases materials, supplies, products, provisions, or equipment under the provisions of this Chapter may purchase such materials, supplies, products, provisions, or equipment which are manufactured in the United States, and which are equal in quality to other materials, supplies, products, provisions, or equipment, provided that all of the following conditions are met:

(1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent (5%).

(2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.

(3) In cases where more than one (1) bidder offers items manufactured in the United States which are within five percent (5%) of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.

(4) The vendor certifies that such items are manufactured in the United States.

For the purposes of this preference,

(1) "Manufactured in the United States" means produced by a process in which the manufacturing, final assembly, processing, packaging, testing, and any other process that adds value, quality, or reliability to assembled articles, materials, or supplies, occur in the United States.

(2) "United States" means the United States and any place subject to the jurisdiction of the United States.

Do you claim this preference? _____ Yes _____ No

Specify line number(s): _____

Specify location within the United States where this product is manufactured:

(NOTE: If more space is required, include on a separate sheet.)

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LITERATURE:

Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within five (5) business days of written request.

Failure to comply with this request may eliminate your bid from consideration.

NON-EXCLUSIVITY CLAUSE:

This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

TERMINATION FOR NON-APPROPRIATION OF FUNDS:

The continuation of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

INCREASE/DECREASE:

The quantities listed herein are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the bid.

VENDOR REQUIREMENTS:

The successful vendor shall, during the term of this agreement, comply with all pertinent Federal, State, and Local laws, ordinances, and regulations.